

Solicitation for Afghan Security Guard (ASG) Services

FOB Salerno, Afghanistan

W91B4P-09-R-0073

Performance of this contract is restricted to approved contractors according to Articles 4 and 11 of the Government of the Islamic Republic of Afghanistan security laws which state that all private security contractors must hold a current activity license permitting the firm to provide security services and that security providers shall not be awarded security contracts if they have more than 500 employees.

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Solicitation Time Line

Solicitation Release and solicitation open for questions	Last day to submit questions about the proposal	Proposals Due
20 Aug 09	3 Sep 09	11 Sep 09 52.212-1(f) applies

Send all correspondence to: Mark.Wagner@afghan.swa.army.mil and salernojco@gmail.com.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SAF9H3FSB01089		PAGE 1 OF 54	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W91B4P-09-R-0073	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARK R. WAGNER		b. TELEPHONE NUMBER (No Collect Calls) 851-1480		6. SOLICITATION ISSUE DATE 20-Aug-2009	
9. ISSUED BY REGIONAL COMMAND - EAST JOINT CONTRACTING CENTER FOB SALERNO, AFGHANISTAN APO AE 09314 TEL: FAX:		CODE W91B4P		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CTF YUKON BDE EN 4BCT, 4-25 ABN - W6HR06 CTF YUKON APO AE 09354 CAPT DAVE CAMPBELL TEL: 8511888 FAX:		CODE W6HR06		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL.		CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 54	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ASG at FOB Salerno: One Site Manager FFP AFGHANISTAN (LOCAL) SECURITY GUARD SITE MANAGER AT FOB SALERNO. The duties and responsibilities of the ASG supervisor are outlined in the attached Statement of Work. FOB: Destination PURCHASE REQUEST NUMBER: SAF9H3FSB01089 SIGNAL CODE: A	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ASG at FOB Salerno: Six Supervisors FFP AFGHANISTAN (LOCAL) SECURITY GUARD SUPERVISORS AT FOB SALERNO. The duties and responsibilities of the ASG leaders are outlined in the attached Statement of Work. FOB: Destination PURCHASE REQUEST NUMBER: SAF9H3FSB01089 SIGNAL CODE: A	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	ASG at FOB Salerno: 120 Security Guards FFP AFGHANISTAN (LOCAL) SECURITY GUARDS AT FOB SALERNO. The duties and responsibilities of the ASG personnel are outlined in the attached Statement of Work. FOB: Destination PURCHASE REQUEST NUMBER: SAF9H3FSB01089 SIGNAL CODE: A	12	Months		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Defense Base Act Security (NTE) FFP This CLIN is to reimburse the cost of insurance obtained in accordance with the clause entitled: Defense Base Act Insurance. This is limited to 12.5% of total labor cost associated with this contract. Payment will be made upon receipt of paid invoice from the insurance provider. FOB: Destination PURCHASE REQUEST NUMBER: SAF9H3FSB01089 SIGNAL CODE: A	1	Cost		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months		
OPTION	ASG at FOB Salerno: One Site Manager FFP AFGHANISTAN (LOCAL) SECURITY GUARD SITE MANAGER AT FOB SALERNO. The duties and responsibilities of the ASG supervisor are outlined in the attached Statement of Work. FOB: Destination PURCHASE REQUEST NUMBER: SAF9H3FSB01089 SIGNAL CODE: A				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Months		
OPTION	ASG at FOB Salerno: Six Supervisors FFP AFGHANISTAN (LOCAL) SECURITY GUARD SUPERVISORS AT FOB SALERNO. The duties and responsibilities of the ASG leaders are outlined in the attached Statement of Work. FOB: Destination PURCHASE REQUEST NUMBER: SAF9H3FSB01089 SIGNAL CODE: A				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		12	Months		
OPTION	ASG at FOB Salerno: 120 Security Guards FFP AFGHANISTAN (LOCAL) SECURITY GUARDS AT FOB SALERNO. The duties and responsibilities of the ASG personnel are outlined in the attached Statement of Work. FOB: Destination PURCHASE REQUEST NUMBER: SAF9H3FSB01089 SIGNAL CODE: A				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		1	Cost		
OPTION	Defense Base Act Security Option 1 (NTE) FFP This CLIN is to reimburse the cost of insurance obtained in accordance with the clause entitled: Defense Base Act Insurance. This is limited to 12.5% of total labor cost associated with this contract. Payment will be made upon receipt of paid invoice from the insurance provider. FOB: Destination PURCHASE REQUEST NUMBER: SAF9H3FSB01089 SIGNAL CODE: A				
					<hr/>
NET AMT					

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	N/A	Government

0003	Destination	Government	N/A	Government
0004	Destination	Government	N/A	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	N/A	Government
1003	Destination	Government	N/A	Government
1004	Destination	Government	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 23-SEP-2009 TO 22-SEP-2010	N/A	CTF YUKON BDE EN 4BCT, 4-25 ABN - W6HR06 CTF YUKON APO AE 09354 CAPT DAVE CAMPBELL 8511888 FOB: Destination	W6HR06
0002	POP 23-SEP-2009 TO 22-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W6HR06
0003	POP 23-SEP-2009 TO 22-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W6HR06
0004	POP 23-SEP-2009 TO 22-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W6HR06
1001	POP 23-SEP-2010 TO 22-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W6HR06
1002	POP 23-SEP-2010 TO 22-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W6HR06
1003	POP 23-SEP-2010 TO 22-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W6HR06
1004	POP 23-SEP-2010 TO 22-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W6HR06

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.222-29	Notification Of Visa Denial	JUN 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-17	Interest	OCT 2008
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7001	Tax Relief	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

- (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-1 ADDENDUM**A. ADDENDUM TO FAR 52.212-1, PROPOSAL PREPARATION INSTRUCTIONS**

Clause 52.212-1 listed above applies except for paragraphs:

- (b)(10) – past-performance data is not required
- (k) – offerors are not required but encouraged to be CCR registered

To assure timely and equitable evaluation of proposals, offerors must follow the instruction contained herein. Proposals must be complete, self-sufficient, and respond directly to the requirements of this solicitation. Offerors shall assume that the Government has no prior knowledge of their experience, and will base its evaluation on the information presented in the Offeror's proposal. **The response shall consist of two (2) volumes, as follows:**

Volume I -Technical Capability

Limit Volume to 15 Pages.

Volume II - Price

The price volume shall be submitted according to block 8 of the solicitation.

B. SPECIFIC INSTRUCTIONS:

1. In regards to all parts:

(a) **ELECTRONIC PROPOSALS ONLY WILL BE ACCEPTED. All proposals must be received by the contracting office no later than the offeror due date and time listed in block 8 of the SF 1449. All Questions regarding the solicitation, to include the Statement of Work must be submitted 8 days prior to the proposal close date (3 Sep 09).**

Email all correspondence related to this solicitation to the following email addresses:

Mark.Wagner@afghan.swa.army.mil

salernojco@gmail.com

(b) The proposal pages will be edited to fit on standard 8 1/2" x 11" paper with 1-inch margins on all sides.

(c) A page is defined as one face of a sheet of paper containing information. Pages must be in either an Adobe®-readable format or compatible with Microsoft Office 2007®.

(d) Elaborate formats or color presentations are not desired or required.

(e) Offeror identification, such as name and logos, will only be on the cover page. Note: if pictures are included they cannot reveal the offeror.

2. The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in **English**.

3. For Parts I and II, font must be Times New Roman, size 12.

4. Documents submitted in response to this Request for Proposal (RFP) must be fully responsive to and consistent with the following:

(a) Requirements of the RFP (Contract Line Items (CLIN)).

(b) Evaluation Factors for Award at FAR 52.212-2, Evaluation -- Commercial Items (Jan 1999), of this RFP and its addendum.

5. Offerors will clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale.

C. ORGANIZATION:

1. VOLUME I - TECHNICAL CAPABILITY

(a) The Technical Proposal shall, at a minimum, be prepared in a format consistent with the evaluation criteria for contract award as specified in the addendum to FAR clause 52.212-2, Paragraph B, of this solicitation. The proposal shall contain sufficient detail to enable the Government to evaluate the Offeror's technical competency.

(b) The Technical Proposal shall be a stand-alone document containing all information necessary for the Government to perform a complete technical evaluation. It must be labeled as "Technical Proposal" and only contain the offeror's Technical proposal. Failure to provide this information in this format will result in determining the offeror's proposal as unresponsive. In evaluating the technical proposal, the Government will only consider information contained in the technical proposal itself. Information contained in any other part or proposal submitted under this solicitation or in other documents will not be considered. The technical proposal shall be limited to 15 pages (resumes will not be included in the page count).

(c) Offerors shall provide literature (to include organizational chart(s), schedules, proof of training, certifications/qualifications, etc) on their technical capability and comprehension. The following list describes areas that will be considered. Areas that will be evaluated include:

A) Ability to provide equipment, such as uniforms, weapons, radios and individual equipment for the guards, rifle/pistol ammunition, vehicles, etc.

STANDARD: The Offeror must demonstrate the ability to provide all equipment as described in the STATEMENT OF WORK such as: uniforms, weapons, radios and individual equipment for the guards, rifle/pistol ammunition, vehicle, and all other Contractor furnished support and items. A photograph of the proposed uniform must be submitted with the offer as part of the technical acceptability determination.

B) Ability to obtain all licenses and permits required to possess, issue, maintain etc. firearms from the correct Afghan government agencies. PROOF OF LICENSE MUST BE PROVIDED WITH PROPOSALS.

STANDARD: The Offeror must furnish a copy of current Afghan government license(s) that grant authority to issue and to bear arms in the performance of contract duties.

C). Ability to mobilize at least 57 Security Guards, 6 Supervisors and 1 ASG Commander in accordance with the STATEMENT OF WORK for the initial phase-in period and achieve full-manning of 120 Security Guards when billeting is available.

STANDARD: The Contractor shall provide a list of trained and licensed individuals who are able to report for duty and perform duties as prescribed in STATEMENT OF WORK with all training and background checks complete and fully equipped as articulated in STATEMENT OF WORK..

Reporting shall be in accordance with the STATEMENT OF WORK.

D). Ability to provide maintenance on equipment/weapons.

STANDARD: The Offeror will provide a plan to provide sufficient repair parts and qualified personnel to ensure that at no time is any guard on duty without all pieces of fully functional equipment and that any deficiency can be corrected within 1 hour. An exception is weapons which must be corrected prior to performance of any security-related duties.

E). Ability to provide meals.

STANDARD: The Offeror will develop a meal plan that to ensure that Contractors are adequately fed. This plan shall include utensils, transportation, food preparation, storage, and cleaning.

F). Capability to effectively communicate with Government personnel in English and their ability to be accessible to the COR at all times, at a minimum, via phone.

STANDARD: The Contractor must provide a plan for, at a minimum, the Supervisors and ASG Commander to communicate in English with the COR and other Government personnel in writing and verbally.

G). Capability to provide all training necessary for security guards, training such as weapons safety and qualification.

STANDARD: The contractor must develop a comprehensive training certification plan to insure all personnel are initially trained and certified, and that they received necessary retraining to maintain proficiency and certification to comply with Afghan and local requirements.

H) Comprehension and ability to submit a Quality Control Plan (QCP), and proposed approach to maintain a quality control program.

STANDARD: The contractor shall provide a Quality Control Plan with their proposal. The contractor shall establish and maintain a quality control program that is acceptable by the Government as meeting the terms and conditions of the Statement of Work.

I) Their ability to comply with DFARS 252.225-7026 and STATEMENT OF WORK regarding restriction of services to sources from Afghanistan and employment qualification requirements regarding Afghan citizenship.

STANDARD: The contractor shall demonstrate in the Technical Capabilities proposal an acceptable means of recruiting, hiring, vetting, training and fielding a workforce that is predominantly (50% or greater) composed of Afghan citizens, and shall adhere to the employment qualifications described in the STATEMENT OF WORK. The employment specifications include hiring a Site Manager and Supervisors with the required level of experience, the Offeror shall provide resumes for employees considered for these positions.

J) Ability to comply with Department of Defense Instruction 3020.50 and Articles 4 and 11 of the Government of the Islamic Republic of Afghanistan security laws.

STANDARD: The contractor shall demonstrate in the Technical Capabilities proposal a thorough understanding of and ability to adhere to these laws and regulations.

(d) IMPORTANT: Regulations overseeing Private Security Contractors employed by the US Government in contingency operations are subject to change at any time. Please be advised of new regulations (DOD-2008-OS-0125/RIN 0790-AI38) effective 17 July 2009 enacted by the Department of Defense. This contract will be in compliance with this rule, if this Statement of Work is in conflict with this rule, the rule takes precedence. Questions should be addressed to the Contracting Officer prior to final bid submission. This document may be accessed online here: <http://edocket.access.gpo.gov/2009/E9-17059.htm>.

3. VOLUME II -- PRICE PROPOSAL

(a) The Price Proposal must be a separate volume. Complete blocks 12, 17a, 17b, 30a, 30b, and 30c of the Request for Proposal (RFP) SF 1449. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP.

(b) Insert the proposed unit and extended prices in the pricing schedule for each contract line item (CLIN) including all option periods.

(c) Complete the necessary fill-ins and certifications at clause 52.212-3 – Offeror Representations and Certification – Commercial Items, 252.212-7000 - Offeror Representations And Certifications- Commercial Items. The representations and certifications and Employment clause shall be returned in their entirety.

(d) Acknowledgement of any solicitation amendments.

(END OF ADDENDUM)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: Price and Technical Acceptability, more details are available in the addendum below.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-2 ADDENDUM 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation which will be made in accordance with FAR 15.101-2, Lowest Price Technically Acceptable source selection method. The following elements shall be used to evaluate offers:

i. Price

ii. Technical capability of the offeror to meet the Government requirement.

Technical Evaluation Criteria are as follows:

A) Ability to provide equipment, such as uniforms, weapons, radios and individual equipment for the guards, rifle/pistol ammunition, vehicles, etc.

STANDARD: The Offeror must demonstrate the ability to provide all equipment as described in the STATEMENT OF WORK such as: uniforms, weapons, radios and individual equipment for the guards, rifle/pistol ammunition, vehicle, and all other Contractor furnished support and items. A photograph of the proposed uniform must be submitted with the offer as part of the technical acceptability determination.

B) Ability to obtain all licenses and permits required to possess, issue, maintain etc. firearms from the correct Afghan government agencies. **PROOF OF LICENSE MUST BE PROVIDED WITH PROPOSALS.**

STANDARD: The Offeror must furnish a copy of current Afghan government license(s) that grant authority to issue and to bear arms in the performance of contract duties.

C). Ability to mobilize at least 57 Security Guards, 6 Supervisors and 1 ASG Commander in accordance with the STATEMENT OF WORK for the initial phase-in period and achieve full-manning of 120 Security Guards when billeting is available.

STANDARD: The Contractor shall provide a list of trained and licensed individuals who are able to report for duty and perform duties as prescribed in STATEMENT OF WORK with all training and background checks complete and fully equipped as articulated in STATEMENT OF WORK.. Reporting shall be in accordance with the STATEMENT OF WORK.

D). Ability to provide maintenance on equipment/weapons.

STANDARD: The Offeror will provide a plan to provide sufficient repair parts and qualified personnel to ensure that at no time is any guard on duty without all pieces of fully functional equipment and that any deficiency can be corrected within 1 hour. An exception is weapons which must be corrected prior to performance of any security-related duties.

E). Ability to provide meals.

STANDARD: The Offeror will develop a meal plan that to ensure that Contractors are adequately fed. This plan shall include utensils, transportation, food preparation, storage, and cleaning.

F). Capability to effectively communicate with Government personnel in English and their ability to be accessible to the COR at all times, at a minimum, via phone.

STANDARD: The Contractor must provide a plan for, at a minimum, the Supervisors and ASG Commander to communicate in English with the COR and other Government personnel in writing and verbally.

G). Capability to provide all training necessary for security guards, training such as weapons safety and qualification.

STANDARD: The contractor must develop a comprehensive training certification plan to insure all personnel are initially trained and certified, and that they received necessary retraining to maintain proficiency and certification to comply with Afghan and local requirements.

H) Comprehension and ability to submit a Quality Control Plan (QCP), and proposed approach to

maintain a quality control program.

STANDARD: The contractor shall provide a Quality Control Plan with their proposal. The contractor shall establish and maintain a quality control program that is acceptable by the Government as meeting the terms and conditions of the Statement of Work.

I) Their ability to comply with DFARS 252.225-7026 and STATEMENT OF WORK regarding restriction of services to sources from Afghanistan and employment qualification requirements regarding Afghan citizenship.

STANDARD: The contractor shall demonstrate in the Technical Capabilities proposal an acceptable means of recruiting, hiring, vetting, training and fielding a workforce that is predominantly (50% or greater) composed of Afghan citizens, and shall adhere to the employment qualifications described in the STATEMENT OF WORK. The employment specifications include hiring a Site Manager and Supervisors with the required level of experience, the Offeror shall provide resumes for employees considered for these positions.

J) Ability to comply with Department of Defense Instruction 3020.50 and Articles 4 and 11 of the Government of the Islamic Republic of Afghanistan security laws.

STANDARD: The contractor shall demonstrate in the Technical Capabilities proposal a thorough understanding of and ability to adhere to these laws and regulations.

Offerors are hereby notified that their Volume I Technical Capabilities proposals MUST satisfy ALL of the above listed technical evaluation elements and associated standards of acceptability. Failure to satisfy any one, or combination of, or all of the above listed elements and standards will automatically render the entire Technical Capabilities proposal as “Unacceptable”. The Technical Evaluation Team will rate the technical proposals according to the chart listed:

DEFINITION

RATING

Passes or exceeds minimum standard requirements

ACCEPTABLE

Fails to meet minimum standard requirements

UNACCEPTABLE

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Furthermore, evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

BASIS FOR CONTRACT AWARD

1. Award will be based on Low-Priced Technically Acceptable proposals as stipulated in FAR 15.101-2. Proposals will be evaluated in order of lowest priced until an offer with acceptable technical capability is identified.

2. The process of selection will be the following: the Government will evaluate all price proposals first, and determine completeness with regard to price (price proposals address all option years and DBA Insurance, the DBA

Insurance cost will be excluded from evaluation). After determination of completeness with regard to price, the Government will rank offerors from lowest price to highest price. Following this step, the Government will take the lowest price offeror with a complete price proposal and evaluate that offeror for technical acceptability. If that offeror is determined to be technically acceptable, the Government will select that offeror as the awardee. A technically acceptable proposal other than the lowest-priced technically acceptable offer will not receive contract award. Proposals from other than the lowest-priced offeror may be evaluated as a back-up in case the lowest-priced technical acceptable offeror is unable or unwilling to enter into a contract with the Government.

3. Proposals that are unrealistic in terms of technical acceptability or price may be rejected at any time during the evaluation process. Discussions may be conducted with all offerors until the low-priced, technically acceptable proposal is identified. Discussions may occur at the Government's discretion. The government does not plan on holding discussions but reserves the right to do so. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced OR if any single unit price is considered unbalanced, as stipulated in FAR 15.404-1(g). If all proposals are evaluated and no technically acceptable offerors are found, the Government may enter into discussions and then repeat the evaluation as before, beginning with the lowest priced offeror.

4. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. All such offers shall be treated equally except for their technical capability and price. Failure to meet a requirement may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale.

5. The samples submitted with the offeror's proposal become property of the Government and will not be returned to the offeror.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision --

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

- ___ 251 - 500 ___ \$3,500,001 - \$5 million
- ___ 501 - 750 ___ \$5,000,001 - \$10 million
- ___ 751 - 1,000 ___ \$10,000,001 - \$17 million
- ___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
<div></div> <div>-</div>	<div></div> <div>-</div>
<div></div> <div>-</div>	<div></div> <div>-</div>
<div></div> <div>-</div>	<div></div> <div>-</div>

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
<div></div>

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—
—
—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—

_____	_____
—	—

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) () Have, () have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the

course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

() (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

() (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other -----.

(5) Common parent.

() Offeror is not owned or controlled by a common parent;

() Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

 (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

 (5) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

 (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (7) [Reserved].

 (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-6.

 (iii) Alternate II (MAR 2004) of 52.219-6.

 (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-7.

 (iii) Alternate II (MAR 2004) of 52.219-7.

 (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

- ___ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ___ (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- _X_ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _X_ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ___ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (Not Applicable until September 8, 2009.)

___ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (JUN 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

X (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until September 8, 2009.)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days of the end of the Period of Performance.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days of the end of the period of performance provided that the Government gives the Contractor a preliminary written notice of its

intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed twenty-four (24 months.
(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Capt Mark Wagner, mark.wagner@afghan.swa.army.mil.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent

that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2009)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) X_ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

- (8) ____ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).
- (9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11) ____ 252.225-7021, Trade Agreements (JUL 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (JUL 2009) of 252.225-7036.
- (15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (22) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).
- (23)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ____ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ____ Alternate III (MAY 2002) of 252.247-7023.
- (24) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include

the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.225-7026 ACQUISITION RESTRICTED TO PRODUCTS OR SERVICES FROM IRAQ OR AFGHANISTAN (SEP 2008)

(a) Definitions. As used in this clause--

(1) Product from Iraq or Afghanistan means a product that is mined, produced, or manufactured in Iraq or Afghanistan.

(2) Service from Iraq or Afghanistan means a service that is performed in Iraq or Afghanistan predominantly by citizens or permanent resident aliens of Iraq or Afghanistan.

(b) The Contractor shall provide only products from Iraq or Afghanistan or services from Iraq or Afghanistan under this contract.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUL 2009)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--

(1) A military-run training center; or

(2) A Web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Contracting Officer's Representative may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from PGI 225.7403-1

(End of clause)

952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2009)

(a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures, and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

952.223-0001 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (MAR 2009)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number
Contract Description & Location
Company Name

Reporting party:

Name
 Phone number
 e-mail address

Victim:

Name
 Gender (Male/Female)
 Age
 Nationality
 Country of permanent residence

Incident:

Description
 Location
 Date and time

Other Pertinent Information

952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (MAR 2009)

General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;

DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
 Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility
 CPA Order #17, *Registration Requirements for Private Security Companies*, dated 27 Jun 04;

U.S. CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated 7 Nov 2006

Required Government Documentation. The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

The specific location where the PSC will operate;
 The persons and/or property that require protection;
 The anticipated threat;
 The required weapon types; and
 The reason current security/police forces are inadequate.

Required Contractor Documentation. Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):

Documentation that each employee who will be armed under the contract received the following training—

Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency
 Law of Armed Conflict (LOAC);
 Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and
 Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;

One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;

A communications plan that, at a minimum, sets forth the following:

The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;

How relevant threat information will be shared between contractor security personnel and U.S. military forces; and

How the contractor will coordinate transportation with appropriate military authorities.

An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available;

Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

Required Contractor Acknowledgements. Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.

Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

Authorized Weapon & Ammunition Types. Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

U.S. government Ball ammunition is the standard approved ammunition.

Requirements for Individual Weapons Possession. All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:

Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);

Carry weapons only when on duty or at a specific post;

Not conceal any weapons, unless specifically authorized;

Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and IAW USCENCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

Weapons/Equipment Restrictions and Responsibilities. Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

Rules for the Use of Force (RUF). In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

Taking a direct part in hostilities or combat actions, other than to exercise self-defense; Failing to cooperate with Coalition and Host Nation forces; Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;

Failing to use a graduated force approach;

Failing to treat the local civilians with humanity or respect; and
 Detaining local civilians, other than in self-defense or as reflected in the contract terms.

Retention and Review of Records. The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

Contractor Vehicles. Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

Quarterly Reporting. The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract: The total number of armed civilians and contractors; The names and contact information of its subcontractors at all tiers; and A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

952.225-0002 ARMED PERSONNEL INCIDENT REPORTS (MAR 2009)

(a) All contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I) or Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I or CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective MNF-I or CJTF Commanders relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide all incidents and use of weapons firing incidents to the MNC-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: mncic3conoc@iraq.centcom.mil; DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

(c) **AFGHANISTAN:** Contractors shall report all incidents and use of weapons through their Contracting Officers who will notify the JOC Watch at Bagram AB. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The JOC Watch duty officer will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (MAR 2009)

(1) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(3) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(4) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(5) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

(a) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(b) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS (MAR 2009)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Operations (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

952.225-0005 MONTHLY CONTRACTOR CENSUS REPORTING (MAR 2009)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.

- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (MAR 2009)

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National, and U.S. employees, working on military have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).

(i) Chest x-rays shall be taken and TBTs administered within 90 days prior to the start of employment.

(ii) Screening may be performed either by a licensed medical provider from the local economy or by contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening documentation will be required by the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution shall have current Typhoid and Hepatitis "A" (full series) vaccinations, in addition to the TB tests required above.

(a) At least the first inoculation in the Hepatitis "A" series must be given prior to the start of employment, with continuation and completion of the inoculation series. The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity.

(i) Once the complete Hepatitis "A" vaccination series is completed, it does not have to be repeated. The Typhoid vaccination requires a booster immunization every three years.

(ii) Proof of individual employee vaccinations shall be provided to the Contracting Officer and maintained by the Contractor for examination by the Contracting Officer.

**JCC-I/A CLAUSE 952.225-0011
GOVERNMENT FURNISHED CONTRACTOR SUPPORT
(APR 2009)**

The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

U.S. Citizens Accompanying the Force

<input type="checkbox"/> APO/FPO	<input type="checkbox"/> DoD Essential	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR
<input checked="" type="checkbox"/> Billeting	<input checked="" type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Govt Furnished Meals	<input type="checkbox"/> Primary Care
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Banking	<input checked="" type="checkbox"/> Resuscitative Care
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> Transportation
<input type="checkbox"/> DFAC	<input type="checkbox"/> Military Exchange	

<u>Third-Country National (TCN) Employees</u>		
<input type="checkbox"/> APO/FPO	<input type="checkbox"/> DoD Essential	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR
<input checked="" type="checkbox"/> Billeting	<input checked="" type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Govt Furnished Meals	<input type="checkbox"/> Primary Care
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Banking	<input checked="" type="checkbox"/> Resusitative Care
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> Transportation
<input type="checkbox"/> DFAC	<input type="checkbox"/> Military Exchange	
<u>Local National (LN) Employees</u>		
<input type="checkbox"/> APO/FPO	<input type="checkbox"/> DoD Essential	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR
<input checked="" type="checkbox"/> Billeting	<input checked="" type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Govt Furnished Meals	<input type="checkbox"/> Primary Care
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Banking	<input checked="" type="checkbox"/> Resusitative Care
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> Transportation
<input type="checkbox"/> DFAC	<input type="checkbox"/> Military Exchange	

952.228-0001 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (MAR 2009)

(a) This JCC-I/A provision supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).

(b) The contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and **CNA Insurance** unless the contractor has a DBA self-insurance program approved by the Department of Labor. Proof of this self-insurance shall be provided to the Contracting Officer. The contractor shall submit proof of a valid DBA Insurance policy with CNA Insurance for the Prime and their Subcontractors at every tier prior to performance of the contract. The current rates under the USACE and JCC-I/A contract are as follows:

Services \$4.00 per \$100 of employee remuneration
Construction \$7.50 per \$100 of employee remuneration
Security \$12.50 per \$100 of employee remuneration
Aviation \$20.00 per \$100 of employee remuneration

NOTE: More than one rate may be applicable as more than one type of labor may be utilized for a particular contract.

(c) The contractor shall insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable.

(d) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contract shall be modified accordingly. However, the revised rates will not be applicable until the Contractor's or Subcontractor's DBA Insurance policy is due to be renewed.

(e) Premiums will be reimbursed only if coverage is purchased through the USACE mandatory requirements DBA contract administered by CNA Insurance and their managing broker, Rutherford International.

(f) Failure to obtain Defense Base Act (DBA) insurance in accordance with FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act) and the above requirements, for the prime and all subcontractors at every tier, shall be considered a material breach and could cause this contract to be terminated for default/cause.

952.228-0002 DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE CONTRACTS (MAR 2009)

(a) The U. S. Army Corps of Engineers (USACE) has entered into a contract with **CNA Insurance** to provide all Defense Base Act (DBA) insurance to USACE and JCC-I/A contractors and subcontractors at a contracted fixed rate. The fixed rates for this insurance are as follows:

Service \$4.00 per \$100 of employee remuneration
 Construction \$7.50 per \$100 of employee remuneration
 Aviation \$20.00 per \$100 of employee remuneration
 Security \$12.50 per \$100 of employee remuneration

(b) Use of the coverage under the USACE contract with CNA is mandatory. CNA Insurance is utilizing Rutherford International as their managing broker. The primary point-of-contact (POC) is the USACE DBA Program Administrator: Ramoan Jones, 001-703-813-6571 ramoan.jones@rutherford.com. The alternate POC is Sara Payne, Senior Vice President, 001-703-813-6503 sara.payne@rutherford.com.

952.232-0002 PAYMENT IN LOCAL CURRENCY (AFGHANISTAN) (MAR 2009)

(a) This contract shall be awarded in U.S. Dollars. The U.S. Government may make payments resulting from this contract in either U.S. Dollars or Afghan currency. If paid in U.S. Dollars, the payment amount and frequency will be determined at the time of award or as otherwise contained in the body of the contract.

(b) If paid in Afghan currency, the amount of Afghani will be determined at the official exchange rate posted by the Local Finance Office on the day of the payment.

(c) Payment by the U.S. Government may be made in any of the following or in a combination of the following formats:

(1) Cash (Afghani), dispersed in a manner prescribed by the U.S. Military Local Finance Office; and/or

(2) Check, drawn on a U.S. Government account in a local national bank; and/or

(3) Electronic Fund Transfer (EFT).

(4) Local EFT: The contractor shall establish an account at a local national bank which can receive an EFT from the U.S. Government. The contractor shall provide to the Contracting Officer prior to the award of the contract, account routing information to facilitate payment in any of the above mentioned formats.

(5) Defense Finance and Accounting Service (DFAS) EFT: The contractor shall either register with the Central Contractor Registry (CCR) in accordance with FAR 52.207-7 Central Contractor Registration and DFARS 252.204-7004 (Alternate A) or submit bank transfer information on Payment Instruction Form (PIF) furnished by the Contracting Officer. The PIF will be submitted to the Contracting Officer to DFAS before payment may be made.

952.233-0001 JCC-I/A AGENCY PROTEST PROGRAM (MAR 2009)

(a) This solicitation may be protested to the issuing Contracting Office for decision by the Contracting Officer or by the Chief of the Regional Contracting Center if authority has been withheld. If requested, an independent review of an Agency Protest decision is available through appeal to the Principal Assistant Responsible for Contracting (PARC) in accordance with FAR 33.103. A JCC-I/A is a "PROTEST TO THE AGENCY," within the meaning of FAR 33.103. The JCC-I/A Agency Protest Program is intended to encourage interested parties to seek resolution of their concerns within JCC-I/A, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. After an interested party files an Agency Protest with the Contracting Officer and while that protest is pending, the protestor agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the Agency Protest, the Agency Protest will be dismissed.

(b) An interested party may file a written protest to the Contracting Officer under the JCC-I/A Agency Protest program for contract solicitations issued by JCC-I/A. Such Agency Protests are limited to objections to any of the following:

- (1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.
- (2) The cancellation of the solicitation or other request.
- (3) An award or proposed award of the contract.
- (4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

(c) *Voluntary Automatic Stay*. This provision describes the circumstances under which JCC-I/A voluntarily agrees to stay performance of a contract in consideration of a decision by an interested party to file an Agency Protest, as permitted by FAR 33.103(f)(4).

(1) In a standard post-award agency protest, the agency must not proceed with contract performance, pending resolution of the protest. This is known as an "automatic stay" and it mirrors the stay required under a timely post-award protest to the GAO under 31 U.S. Code 3553(c) and FAR 33.104(c) (a "Competition in Contracting Act (CICA) Stay"). However, if the agency determines that performance must proceed, based upon the criteria set forth in FAR 33.103(f)(1), the automatic stay may be overridden. This is known as an automatic stay "override."

(2) The CICA stay applies only if the GAO protest is filed within 10 days from notice of award, or within 5 days of a required debriefing. A firm may file a JCC-I/A Agency Protest and, if it is dissatisfied with the agency's protest decision, may wish to file a follow-on GAO protest. Under normal circumstances, a protester that goes to the GAO after receiving an adverse agency decision will find that the GAO may take jurisdiction and actually render a recommendation, but that the CICA Stay no longer applies.

(3) The JCC-I/A voluntarily agrees to stay performance of a contract when an interested party files a timely protest under the JCC-I/A Agency Protest Program. Should the interested party disagree with the Contracting Officer's or RCC/Division Chief's resolution of an Agency Protest, it may appeal to the Principal Assistant Responsible for Contracting (PARC) or utilize another protest forum. The JCC-I/A Voluntary Automatic Stay extends the protester's right to preserve the status quo pending resolution of all protests with respect to a particular contract action. In return for the protester's initially filing its protest as an Agency Protest instead of with the GAO, the contracting officer agrees that, if the protester ultimately disagrees with the Contracting Officer or RCC/Division Chief's decision and files a GAO protest, the agency will agree not to proceed with performance just as it would have done if the protester had filed its protest with the GAO right from the start. This means that in an Agency Protest, the agency may override the stay under the same standards and circumstances as would have applied if the protest had originally been filed with the GAO. Nothing in this provision adversely affects an interested party's rights to protest a contract action to the GAO, or to seek other relief related to the action.

(4) However, an appeal and review of the Contracting Officer's Agency Protest decision by the PARC will not extend the GAO's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of receipt of the Contracting Officer's Agency Protest decision.

(d) An Executive-Level Agency protest may be filed with the Contracting Officer designated in paragraph (g) of this provision for resolution of protests.

(e) For the purpose of filing a JCC-I/A Agency Protest, an interested party means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(f) An Agency Protest must include the protester's name, address and telephone number, including fax number or e-mail address; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a detailed statement of all legal and factual grounds for protest (mere disagreement with the decisions of Contracting Officers does not constitute grounds for protest), including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protester and must state it is an Agency Protest for decision by the Contracting Officer.

(g) JCC-I/A Agency Protests, as defined in FAR 33.101, may be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mark Wagner, JCO FOB Salerno, APO AE 09314 and via e-mail notification to mark.wagner@afghan.swa.army.mil.

**952.225-0010 – CONTRACTOR EMPLOYEE LEGAL REQUIREMENTS JCC-I/A CLAUSE 952.225-0010
CONTRACTOR EMPLOYEE LEGAL REQUIREMENTS (MAR 2009)**

(a) The contractor shall not employ, nor allow a subcontractor to employ, any person that has ever been convicted, in any U.S. court, including a court-martial, of any crime against an Iraqi and/or an Afghan national, regardless of the place at which the crime occurred.

(b) For the purpose of this clause, —crime|| is defined as: —a violation of a law in which there is injury to the public or a member of the public and a term in jail or prison, and/or a fine as possible penalties.|| Further, the crime must be an offense that could be classified as a Class B misdemeanor, or any higher class up to a Class A felony, as referenced at 18 USC §3559.

(c) Contractors shall exercise effective screening processes to ensure that individuals not conforming to this standard are identified and prohibited from, or removed from (if already employed) working under this contract.

(d) Contractor employees discovered to have one of more prior convictions as described above shall be removed from the contract at the contractor's expense.

(e) Failure to adhere to the requirements of this clause could result in a termination for cause or termination for default, in accordance with the terms and conditions of this contract.

(n) In accordance with AI 25.1103-111, JCC-I/A clause 952.225-0011, Government Furnished Contractor Support, shall be included in all service and construction contracts with performance in Iraq or Afghanistan.

STATEMENT OF WORK

STATEMENT OF WORK FOR ARMED SECURITY GUARD (ASG) SERVICES TO AUGMENT US MILITARY FORCES, FOB SALERNO, AFGHANISTAN

PURPOSE: The Command of Forward Operating Base Salerno is soliciting services to provide security forces and equipment to augment the US Forces at Forward Operating Base Salerno located in the province of Khowst, Afghanistan.

In accordance with DoD Instruction 3020.41, the service performed by contingency contractor personnel is not active duty or service under 38 U.S.C. 106 and DoD Directive 1000.20.

OBJECTIVE: The contractor will provide competent and qualified personnel, appropriate equipment, vehicles, radio communications, and weapons necessary to augment the US Forces in protecting Forward Operating Base Salerno, from unauthorized entry or terrorist activity. There will be a phased-in approach to manning. Initially, the contractor will provide 57 Security Guards, 6 Supervisors, and 1 ASG Commander and increase manning to 120 Security Guards as lodging becomes available. The primary objectives of this SOW are:

- Deter, detect, intercept, and neutralize threats related to unauthorized personnel, contraband, and instruments of damage, destruction, and information collection from entering the installation through entry control points (ECPs).
- Conduct surveillance and counter surveillance activities along the installation perimeter and from the vicinity of designated Static Observation Post (OP) in order to deter or prevent unauthorized personnel from illegally entering the installation or gathering information.
- Employ appropriate forces necessary to neutralize any threat from unauthorized individuals illegally trying to enter the installation with the intent of doing harm to assigned personnel or then destruction of U.S. government facilities/ or property.

CONTRACTUAL REQUIREMENTS: In accordance with Afghanistan law, every private sector security contractor operating within Afghanistan must be registered and licensed with the Ministry of Trade (business license) and Ministry of Interior (operating license). Contractors must be in accordance with Afghan security laws (Articles 4 and 11 of the GIRoA security laws) and Department of Defense Instructions and Regulations (DoDI 3020.50). Contractor must submit copies of their business license and their operating license to the Regional Contracting Center prior to performance of this requirement. The original (local language) version of the business license and operating license shall be submitted with English translated copies of the same. Additionally, all security guards must have a license to carry a weapon. The ASG must demonstrate that all contractor personnel understand the terms of this contract.

There will be a phased-in approach of guards due to limited billeting. Within 14 days of notification by the Contracting Officer, the Contractor will provide 57 Security Guards, 6 Supervisors, and 1 ASG Commander. The remaining guards will be phased-in based on billeting availability. Contractor will provide remaining personnel as directed by the Government within 14 days of notice. See section 5 for further details about contractor phase-in.

Furthermore, there will be phased in approach for ASG leadership. The ASG commander will arrive two (2) days prior to supervisors. The supervisors will arrive two (2) days prior to the Guards.

LIMITATIONS: Security guards will not engage in inherently governmental activities. An inherently governmental activity is defined as an activity that is so intimately related to the US public interest as to mandate performance by Government personnel. These activities require the exercise of substantial discretion in applying Government Authority (GA) and /or making decisions for the Government. Inherently GA in a combat environment includes those activities that require discretionary judgment that commits the U.S. Government to a course of action, such as deciding who or what to attack or search. Any activity that requires more than a response in defense to a hostile attack is inherently governmental.

Under no conditions are contract security forces to be involved in offensive operations. The Contractor shall enforce the respective Force Protection Commander's security rules and regulations regarding authorized access including internal check points. Contract security forces, under the direction, guidance and responsibility of the Contractor's security force management team are responsible for and are required to perform the selected necessary security functions as assigned at the selected site. These functions are necessary to prevent unauthorized access to various areas and facilities within the respective site. Senior Contractor staff representatives shall be oriented to local operational requirements. Some or all of these requirements may be classified or for official use only. None of the operational requirements are required to be able to price an offer.

Security guards may search vehicles entering FOB Salerno in accordance with procedures set forth by the Base Defense Operations Center (BDOC) and Force Protection Office (FPO). Security guards may not use force except to defend themselves, the roads leading into the FOB, the construction of the road network, or the traffic on the roads entering the FOB from hostile attack. Security guards WILL NOT conduct Snap Traffic Control Points (TCPs). The Contractor recognizes that Security Guards are non-combatants and cannot take part in combat or combat-like activities to include law enforcement activities. Prohibited combat or combat-like activities and law enforcement activities include, but are not limited:

- Cordon and search operations
- Route clearance operations
- Clear violations of the Law Of Armed Conflict (LOAC)

PERIOD OF PERFORMANCE:

- Basic Period: 12 Months
- Option 1: 12 months

DEFENSE BASE ACT INSURANCE:

Offerors must have proof of DBA insurance prior to performance of this contract. Acceptable proof of insurance is: a signed declaration sheet, endorsement, or amendment that either (1) establishes new coverage or (2) adds coverage to an additional contract or task order existing policy. If Rutherford International is used for insurance, allow for 5 days for to get proof of insurance. Documentation must include the following: (1) name and address of producer: Rutherford International, Inc., (2) Name and address of insured (should exactly match name and address on contract), (3) JCC-I/A contract number and task order number (as applicable), (4) Coverage, identified as Defense Base Act insurance referencing policy number COE295757457, (5) Effective and expiration dates, (6) Coverage limits, and (7) Signature by an authorized Rutherford representative. Performance will not begin on this contract until this requirement is satisfied. More information about DBA may be obtained here:

<http://www.dol.gov/esa/owcp/dlhw/DBAFaqs.htm>.

STATEMENT OF WORK:

1. Personnel Qualifications: Contractor will perform in accordance with AI Clause 952.225-0001. Contractor to make reasonable effort to screen all management, supervisory and security personnel prior to employment to ensure they meet the prerequisite conditions of employment specified in this requirement. In review of hiring practices and screening methods by the contractor, the Contracting Officer will determine if the Contractor has made reasonable efforts in the Contractor's screening. Contractor will not hire management, supervisory or security personnel until Contractor has provided proof to the Contracting Officer that those personnel of whom the Contractor intends to hire, meet the specified requirements for employment.

1.1 Contractor will maximize the employment of current Afghan Security Guards (ASG) at each location.

1.2. Contractor will perform background checks and screening of their prospective candidates for hire to determine if they are prohibited by Afghanistan or American law from possessing or carrying an automatic weapon or ammunition. Candidates will not be hired by the Contractor until the Contractor has provided sufficient documentation that the prospective employee is authorized to carry weapons per CENTCOM requirements.

1.3 Contractor will not hire former military personnel regardless of rank for any position in this requirement unless the applicant has provided sufficient documentation that separation or discharge from the military was under honorable conditions.

1.4 Contractor will not hire former municipal police officers of any type, regardless of rank, for any position in this requirement unless the applicant has provided sufficient documentation that separation or discharge from municipal police service was under honorable conditions.

1.5 All Contractors will be medically screened for PD/TB, HIV and Hepatitis at no cost to the US Government. Any security guards that tests positive for any of the above will not be employed by the Contractor.

1.6 All Contractors will be medically screened IAW FRAGO 897, TO OPORD 07-03 at no cost to the Government. Screening records shall be made available to the COR so the local US Forces medical officer can determine eligibility of employment in accordance with FRAGO 897.

1.7 All Contractors will be required to give biometric data to include, but not limited to, fingerprints and a DNA sample. All Contractor employees will be entered into the BATS system prior to employment at FOB Salerno. Coordination with the S2 (Intelligence/Security) will be employed to further verify the qualifications of contractors.

1.8 All contract personnel will wear a badge at all times regardless of length of service at FOB Salerno.

1.9 All armed contract personnel are required to have a license to carry a weapon in accordance with Afghan laws.

1.10 Contractor personnel may be vetted through the S2 (intelligence and security) office at the discretion of the Government.

2. Personnel Required: Contractor will provide qualified and competent personnel to fulfill the positions described in this requirement.

2.1 Site Manager (A.K.A. ASG Commander or Guard Supervisor)

2.1.1 Site Manager will perform the administrative functions of the contract. Site Manager will be responsible for overall contract performance of each task included in this requirement to include logistics, management, training and all other duties required. This list of duties necessary to meet requirements is not all inclusive.

2.1.2 Site Manager will be quartered permanently on FOB Salerno.

2.1.3 Site Manager will be completely fluent in the English language and the language of his employees. If he is not fluent in the native language of his employees, an interpreter will be provided at no cost to the government by the contractor. Site Manager will be able to verbally communicate in English with US or coalition personnel in the execution of duties for this requirement.

2.1.4 US Government will provide the Site Manager an office located on FOB Salerno in which to perform management and administrative duties. Site Manager's office will be used to store weapons and ammunition. Site manager will be provided quarters.

2.1.5 The Site Manager is responsible for overall contract performance at that specific location to include logistics, management, training and all other duties required to meet contract requirements.

2.1.6. The Site Manager shall coordinate and staff security details after conferring with BDOC commander. The Supervisor is required to attend scheduled and unscheduled briefings, meetings, and submit reports as required.

2.1.7. The Site Manager must have at least two years experience in supervising or managing security personnel.

2.3 Supervisors (A.K.A Team Lead or Guard Leaders)

2.3.1 Supervisors provide immediate supervision for the Security Guards. Supervisors are responsible for ensuring that all Security Guards are properly equipped with the required weapons, ammunition and equipment. Supervisors will ensure that Security Guards are in the proper uniform prior to reporting for their shift. Supervisors will ensure Security Guards arrive at their duty station at the prescribed time.

2.3.2. Supervisors will be completely fluent in the English language and be able to verbally communicate with US or coalition personnel in the execution of duties for this requirement.

2.3.3. Supervisors must have at least two years experience in supervising or managing personnel.

2.4 Security Guards

2.4.1 Security Guards will perform the basic guard duties of this requirement. Security Guards will augment US Forces in the protection of FOB Salerno. Security Guards will perform basic guard duty by observing and reporting specific activities from tower locations.

2.4.2 Security Guards will inspect vehicles and personnel at Entry Control Points (ECP) in accordance with requirements of this Statement of Work.

2.4.3 Security Guards will engage enemy or terrorist activity ONLY in accordance with escalation of force procedures and rules of engagement described in this requirement.

2.4.4 Security Guards will be qualified, equipped and trained in accordance with the requirements of this statement of work.

2.5 The English language will be the official language of employees supervising guards to include the SOG. Any inability to speak English at a level satisfactory to the FOB Salerno commanding officer will be grounds for dismissal as a manager; however, it will not be grounds for dismissal from employment with the company. A satisfactory ability to speak English is defined as being able to clearly articulate attack conditions to the base commander without the need of repeating portions of the conversation due to inability to remember or pronounce words. This is a security issue and is not negotiable.

3. Required Reports: Contractor is responsible for the following reports.

3.1. DAILY: A significant Facilities Protective Services events log. The log shall cover a period of each calendar day. The report shall be completed by 0700 the day after the day for the log. It shall be relayed to the Contracting Officer's Representative or other appropriate personnel.

3.2. DAILY: Fuel consumption report, Security Status Report, Communication Status Report, Vehicle Status Report, Weapons and Ammunition Status Report. The weapons report includes what weapons and ammunition are available and issued to all Contractor personnel. The report shall cover a period of each calendar day. The report shall be completed by 0700 the day after the day for the report. It shall be relayed to the Contracting Officer's Representative or other appropriate personnel.

3.3. WEEKLY: Force Protection Assessment Report and Facility Report. The report shall cover a period of one week. The report shall be completed by 0700 every Monday. It shall be relayed to the Contracting Officer's Representative or other appropriate personnel.

3.4. MONTHLY: Track required training for all Facilities Protective Services personnel. The Contractor shall issue monthly training reports to the COR or other designated US Government Representatives as directed by the Contracting Officer. The report shall cover LOAC, Rules for Use of Force (RUF), Rules of Engagement (ROE), and weapons training and qualification.

3.5 AS REQUIRED: Termination/New Hire report, Unusual Incident Reports, and reports to track and report of all hazardous materials and their disposal.

4. Equipment provided by the Contractor: Contractor is responsible for providing proper clothing, personal protective equipment, communication radios, vehicles, weapons, maintenance equipment and ammunition in accordance with this requirement. Contractor will maintain these items and keep them in good working order. The US Government will not be responsible for the repairs of any piece of equipment. Any malfunction of these items will be repaired or replaced immediately. Contractor will have a replacement item for each item required in order to ensure continuity of services required.

4.1 Contractor will supply all contractors working at FOB Salerno in his employ with at least three sets of standardized uniforms. Uniforms must be kept reasonably clean and professional in appearance or be replaced. Contractor shall designate a company uniform or dress code in accordance with Afghan law that is distinctive from US, Afghanistan or Coalition Forces. Uniforms will be recognizable on sight. Uniforms will be worn properly throughout the course of each person's duty and anytime while the person wearing it is on FOB Salerno. Uniforms will not be camouflage or digital pattern. Uniforms must comply with Department of Defense Federal Acquaint Regulation (DFAR) 252.225-7040 paragraph (i).

4.1.1. Uniforms shall include (as a minimum): 3 sets of uniforms (solid color uniform in black, dark blue or tan), 1 winter jacket, 1 patrol cap, 1 pair of boots, 2 pairs of gloves, 4 pair of socks, 3 under shirts.

4.2 Contractor will provide all persons in his employ with ballistic helmet, and individual body armor and they will be worn at all times while on duty. Personal protection equipment will not be passed from one person of employ to another person of employ at change of shifts. The equipment must be worn by all security personnel, Supervisors and Site Manager when reporting for duty.

4.3 Contractor will provide radios capable of communicating for a distance of at least 8 kilometers. During work shifts that do not require the presence of a US Forces soldier at that duty station, Security Guard at that duty station will have a working radio with a functioning alternate battery to ensure continuous communications. Radios will be military grade in that they are designed for heavy use in an outdoor setting and must be capable of operating to their intended purpose while being subject to rough handling. The COR will verify to the Contracting Officer that Contractor provided radios meet the specifications of this requirement. The intent of the radios provided by the Contractor is to communicate from duty station to duty station in a continuous loop that is tied in to the Base Defense Operating Center and other security contractors.

4.4 Contractor will provide a total of 8 Hilux or equivalent diesel vehicles of the same color with capacity to carry 6 people to support security guard missions on FOB Salerno. Vehicles are not authorized for missions off FOB Salerno. Vehicles will be used for ASG/Base Defense Operations and transporting ASG personnel only. Vehicles are not authorized for ASG personal use. Contractor must register the vehicles with the BDOC to ensure US/coalition forces are aware of the presence of this equipment and not mistake ASG equipment for enemy vehicles. Vehicles may be periodically searched.

4.4.1 Contractor will maintain vehicles to a standard that will ensure Supervisors can deliver Security Guards, ammunition and radio equipment to their duty station without a delay in performance of duty.

4.4.2 Contractor vehicles will be marked so that they are distinctive from US Forces, Afghan or Coalition vehicles and identify the vehicle as ASG. Markings will be standardized and professional in appearance. The COR will approve markings. Contractor vehicles will not be outfitted with any type of weapons or weapon mounts.

4.5 Contractor will provide automatic, assault-type weapons to Security Guards and the Supervisors. All Contractors will carry, as a minimum, an automatic assault-type weapon. A pistol is considered a supplemental weapon and does not meet the minimum weapon requirement.

4.5.1 Acceptable weapons for performance of duty by Security Guards and Supervisors are the M-16, M-4, and AK-47. Acceptable pistols are the M-9, standard .45 caliber pistol or, other standard 9mm pistols. Weapon caliber cannot exceed 7.62mm.

4.5.2 Weapons will not be carried in a concealed manner. Transfer of weapons from one shift to another will be conducted at the duty station.

4.5.3 Contractor is responsible for ensuring that all weapons used in the performance of this requirement are in excellent working order. Contractor will immediately repair or replace any weapon that malfunctions or becomes damaged from normal use or transport.

4.5.4 Contractor is responsible for the safe and secure storage of weapons. Contractor will supply a metal cabinet for secure storage of weapons. Cabinet will be constructed of 1/8 inch thick steel. Cabinet will be permanently fastened to the building structure once a permanent structure is available. Interior racks will be metal and welded to the cabinet. Weapons will be locked to the racks with chain. Cabinet will be locked and the room housing the cabinet will be kept locked at all times that the room is unoccupied.

4.5.5 Contractor is responsible for the safe and secure storage of ammunition that is not in use. Contractor will supply an adequate metal cabinet or similar storage device in which to store ammunition only.

4.5.6 Contractor is responsible for keeping all weapons used in performance of this requirement, clean and in working order prior to Supervisors or Security Guards reporting for duty at their duty station. Contracting Officer's Representative will perform unannounced inspections to ensure that weapons are clean and that they pass a function check.

4.5.7 Contractor will provide a basic load of ammunition for each weapon that is utilized for duty by the Supervisor or Security Guards. A basic load for an assault weapon is 210 rounds. A basic load for a pistol is 45 rounds. Contractor will provide all ammunition required for practice and qualification.

4.5.8 Contractor WILL NOT alter any ammunition from its original design purpose and manufacture. An example of altering ammunition is drilling a hole in the end of the projectile to create a hollow point. If Contractor or any Contractor's employee is caught with altered ammunition, the employee will be immediately terminated and the weapon and ammunition will be confiscated. Contractor may face criminal charges and contract termination.

4.6 Contractor shall provide medical care for all duty related situations. Contractor shall be responsible for providing first aid kits for contractor force in the performance of their duties and in garrison as required.

4.7 The contractor shall provide all meals and eating utensils for the security guard force. The contractor shall be responsible for the transportation of meals. The contractor shall be responsible for transportation of the meals to the feeding sites. The government will provide bottled water.

4.7.1 Contractor will be required to submit a feeding plan and implement same.

5. Facilities, equipment and services provided by the US Government: Certain facilities and equipment will be provided to the Contractor by the US Government. The Contractor will perform operations from the Security Personnel Compound (SPC) (A.K.A "ASG Compound") located on FOB Salerno. Contractors will abide by all rules and regulations as set forth by the FOB Mayor that pertain to base governance while on FOB Salerno.

The SPC is currently under construction and is scheduled to be built in 2 phases. Phase I consists of tent structures. Phase II consists of hardened facilities. **IMPORTANT:** Phase II is only planned and may not be completed during any of the periods of performance of this contract. As Phase I completes, Contractor will provide the initial 57 personnel and 7 leadership positions as directed by the Government within 14 days of notice IAW

Statements of work and drawing for Phase I is attached at ATTACHMENT 3. This information is for informational purposes only and only to be used for planning purposes of this contract.

The following table shows a more detailed estimate of what facilities will be available in the future as they are made available:

	Billeting (5.1)	Latrine/Shower	Laundry	Food	Emergency Medical Care (4.6, 5.5)	Weapons Storage (4.5.4)	Office Space
PHASE I	Tent Structures provided for 57 guards and 7 leaders. More billeting will be provided as it become available, contractor will provide more guards with 14 days notice.	Government will provide 1 shower tent	Contractor Provided, government will provide was basin sink only, use of base-service laundry not authorized	Contractor Provided. Cooking conex will be provided with propane supply line. Propane stove at contractors expense	Government Provided	Contractor Provided	Office space will be in one of the government-provided tents.
PHASE II	Permanent structure (brick and mortar)	Permanent structure (brick and mortar)	Contractor Provided	Contractor Provided	Government Provided	Contractor Provided	Permanent structure (brick and mortar)

5.1 US Government will provide adequate office and billeting. The office and billeting will be located on FOB Salerno. All workers will live on FOB Salerno. The office space will be provided only to the site manager.

5.1.1 Site Manager will store weapons and ammunitions in separate containers, provided by the Contractor, at the Site Manager's office.

5.1.2 Site Manager's office will be wired for electricity at 60Hz/110 Volts.

5.1.3 Site Manager's office will be located in proximity to the appropriate location which will support performance of duties of this requirement.

5.1.4 Billeting for all workers will be coordinated with the COR and the FOB Mayor.

5.2 US Government will provide fuel for the Contractor's vehicles as long as the fuel is used in the performance of duties described in this requirement. The COR will monitor and authorize fuel distribution to ASG vehicles. Fuel use will be documented in accordance with local Standard Operating Procedure (SOP).

5.3 US Government will provide bottled water to the Contractor, but the Contractor is responsible for issuing and maintaining the water supply for the security guards.

5.4 US Government will provide shower/latrine facility, disinfected non-potable water for the showers, power generation/lighting, heat and cooling capabilities, facilities. All facilities will have 110V electrical outputs

5.5 Emergency Medical Care. US Government will provide medical treatment in emergencies to prevent loss of life, limb or eyesight. Hospitalization is limited to stabilization and short term medical treatment with emphasis on returning the individual to duty or placement in the patient movement system. Refer to Solicitation Clause 952.225-0003. The Government will provide resuscitative care and treatment in the case of an emergency. This clause and Paragraph 1.19 above is the maximum level of service that shall be provided by the US Government under this contract. The Contractor is required to plan, management and insure that medical services above this level is provided for its personnel. The Contractor assumes all risks under this paragraph and clause and may be subject for any payments demanded by the US Government for services provided or rendered under this clause to Contractor personnel.

5.6 Mail Services. The Government will NOT provide mail services for Host Nation personnel.

5.7 Utilities. The Government shall provide basic utilities for working facilities while performing work per this PWS: electricity, sewage disposal, and water.

5.8 The Government will make every effort to provide a safe and secure environment for contracted staff to provide Facilities Protective Services. However, the Government is not responsible for accidents or insurgency activities aimed at disrupting military operations. Contractors shall see DFARS 252.225-7043 Antiterrorism/Force Protection Policy.

6. Specific Duties: Contractor will perform base security functions at each specific duty station described in this requirement to augment, not replace, military personnel. The primary duty stations are the Entry Control Point (ECP), to include the Tower at the ECP, the Perimeter Towers located on the perimeter fence, and perform roving patrol duties. Alternate duty stations may be designated in response to Force Protection situations that require shifting of personnel and assets. Contractor will be flexible in responding to these situations that require a reasonable shift in personnel or assets. All contracted personnel will maintain their area of operation free from refuse and human waste. This includes all guard posts, towers, all immediate work areas as well as living areas. The Government will provide trash removal and black and grey water septic removal service. The intent of trash control

is to prevent unsanitary conditions that could lead to vector control issues. Vector control prevention is the responsibility of the contractor but vector control measures are the responsibility of the Government. Unsanitary living conditions leading to vector control issues may lead to reimbursement of the Government for vector control costs.

6.1 Entry Control Point and Tower.

6.1.1 Contractor will provide Security Guards who are trained, experienced and qualified to perform duties at the Entry Control Point (ECP) and the ECP Tower as described in this requirement. Security Guards will augment US Forces in protecting FOB Salerno at the Entry Control Point.

6.1.2 US Forces will provide additional training to Security Guards on the proper procedures for searching all vehicles and personnel who intend to enter or leave FOB Salerno. US Forces personnel will provide additional training to Security Guards on observation procedures from the ECP Tower. US Forces personnel will provide additional training on response techniques in the event of terrorist attack or similar actions against the US Forces, facilities or personnel. US Forces provided training will not supersede section 9 of this SOW, if in conflict, section 9 takes precedence.

6.1.3 Security Guards will conduct and assist in conducting inspection of vehicles that are entering FOB Salerno. Security Guards will inspect vehicles to deny the introduction of unauthorized weapons or contraband and to ensure that only authorized personnel are allowed to proceed into FOB Salerno.

6.1.4 Security Guards will conduct and assist in conducting inspections of vehicles that intend to leave FOB Salerno. Security Guards will inspect vehicles to deny the theft of US Government property, personnel or sensitive information in transportable format.

6.1.5 Based on their experience, qualifications and additional training by US Forces, Security Guards are required to respond appropriately to deny entry of unauthorized vehicles, personnel, contraband, weapons or other listed items into FOB Salerno. Security Guards are required to respond appropriately in response to terrorist attack or similar actions against US Forces, facilities or personnel.

6.1.6 Security Guards conducting search of vehicles or personnel will be armed with nothing larger than a pistol. These procedures will be addressed in the training from US Forces.

6.2 Perimeter Towers

6.2.1 US Forces will provide additional training to Security Guards on the proper procedures for observing specified areas from the perimeter towers. US Forces will provide additional training to Security Guards on observation procedures from the perimeter tower. US Forces will provide additional training on response techniques in the event of terrorist attack or similar actions against the US Forces, facilities or personnel that are observed from the perimeter towers.

6.2.2 Based on their experience, qualifications and additional training by US Forces, Security Guards are required to respond appropriately to deny entry of unauthorized vehicles, personnel, contraband, weapons or other listed items into FOB Salerno. Security Guards are required to respond appropriately in response to terrorist attack or similar actions against US Forces, facilities or personnel that are observed from the perimeter towers.

7. Manning and Scheduling of Work Shifts. Contractor will provide Security Guards and Supervisors in accordance with the description described in this requirement. Contractor will be flexible in responding to situations

that require a reasonable shift in personnel or assets. The schedule provided is an example and numbers of personnel are minimum requirements. Number of personnel is flexible and may increase as mission dictates.

7.1 Typical work shifts are 8 hours. No guard shift will last longer than 12 hours under non-combat conditions. No supervisor (SOG) shift will last longer than 12 hours under non-combat conditions.

8. Training Requirements: Site Manager is responsible for ensuring that all training is conducted, evaluated and documented for the Security Guards and Supervisors. Site Manager will maintain files on all training and make training files available to the Contract Manager at all times. Training will be conducted and documented on weapons, Personal Protective Equipment, radios and vehicles provided by the Contractor.

8.1 Weapons

8.1.1 The Site Manager shall ensure all armed Contractors participate in annual weapons qualification for the automatic weapon or weapons of which personnel are assigned.

8.1.2 The Site Manager is responsible for ensuring that all Contractors are proficient with their weapons. Proficiency is defined as having met basic military qualifications of marksmanship as documented on the employee's employment application. Proficiency is also defined as the ability to perform malfunction procedures and render the weapon mission capable after a normal stoppage. A normal stoppage is one that does not require the assistance of a qualified armor or repair specialist.

8.1.3 The Site Manager is responsible for ensuring all Contractors are trained on safe handling of firearms at all times. Supervisors are responsible for evaluating the Security Guard's conduct in handling weapons and to make immediate corrections.

8.1.4 US Forces will provide additional training on weapons qualification, target engagement and deployment of weapons or weapons systems in a tactical situation. The COR will provide ranges and coordinate with other FOB training and operations.

8.2 Personal Protective Equipment (PPE). Contractor will ensure that all Supervisors and Security Guards are trained and proficient in the use of their assigned PPE. Proficiency is defined as the ability to properly maintain and wear the PPE in accordance with its intended design and purpose.

8.3 Radios.

8.3.1 Site manager is responsible for ensuring that all contracted personnel are proficient at operating radios provided by the contractor. Proficiency is defined as having the ability to turn on the radio power source, find the correct frequency, transmit a message completely and have the receiver of the message respond.

8.3.2 Site manager is responsible for ensuring that all Supervisors know proper radio procedures and courtesies.

8.3.3 Site manager is responsible for ensuring that all Supervisors and Security Guards are trained on maintaining the radios provided by the Contractor and that users are trained on protecting radios in consideration of Operational Security (OPSEC).

8.4 Vehicle training. Site manager is responsible for ensuring that all Supervisors and Security Guards designated to drive, are current in their vehicle operator's license and that they receive training necessary to maintain their operator's license.

8.5 All Contractors and Security Guard personnel shall acknowledge the potential for civil and criminal liability under U.S. and Afghan laws for the improper or illegal use of weapons.

8.6 US Forces Training Program. US Forces is responsible for developing and implementing a comprehensive training program that will address all areas of concern for augmenting US Forces in base defense operations. The COR (COR) will validate the training program. US Forces trainers will report to the COR with a by-name roster of all Contractor personnel who have completed the required training.

8.6.2 The COR assigns responsibility of the Training Program to an appropriate unit for development, implementation and evaluation. Assigned unit will conduct refresher training every six months. Contract employees will attend each refresher training session. Contractor will provide an interpreter for the training sessions and refresher training conducted with the U.S. Forces.

8.6.3 Training Program will address (at a minimum) the following areas of concern:

- Entry Control Point inspection of vehicles and personnel
- Entry Control Point tower observation
- Perimeter tower observation
- Response to attack
- Radio procedures
- Escalation of Force Rules of Engagement (ROE)
- Law of Armed Conflict (LOAC) (See Attachment 1)
- Use of Deadly Force Use of Force in Self Defense
- Weapons Qualification

9. Standards of Conduct for Site Manager, Supervisors and Security Guards:

9.1 Contractor agrees that the Contracting Officer will have the authority to remove from the Contractor's employ, any employee who fails to carry out the duties and responsibilities of this requirement or fails to meet the standards of conduct provided in this requirement. For clarification, Contractor's employee is described as Site Manager, Supervisors, Security Guards or any other employee hired by the Contractor consent and approval of the Contracting Officer.

9.2 Employees will not use any non prescribed drugs of any type while they are in the employment of the Contractor. If conduct or behavior indicates that any employee of the contractor is under the influence of drugs, the Contractor will disarm the employee and take the employee to the troop clinic under the supervision of a US Forces guard. Employee will be tested by US Forces. The employee will be on leave without pay until the test results are produced and if found to be under the influence of drugs, will be terminated.

9.3 Employees will not possess or consume any alcohol, alcoholic beverages, beer, wine or any type of alcohol related product. Employees will not report for duty while under the influence of alcohol.

9.4 Employees will not bring any weapons onto FOB Salerno that are not issued by the Contractor for use in their specific duties. Weapons that are issued by the Contractor will be approved by the COR for use in performing duties of this requirement.

9.5 Employees are not allowed to bring items listed in this requirement onto FOB Salerno. This list is not all inclusive and other items may be added as the security environment of FOB Salerno changes. Employees found in the possession of the following items will be disarmed and escorted off FOB Salerno immediately by US Forces:

- Maps of FOB Salerno or FOB surrounding area

- Cellular phones of any type
- Weapons of any kind
- Large knives that have a blade larger than three inches.
- Cameras of any type
- Motion picture recording devices of any kind
- Sound recording devices
- Illegal drugs or alcohol

10. Rules For The Use of Force For Security Guards

10.1 Contractor employees armed for contract security work have the inherent right to exercise self-defense in response to a hostile act or demonstrated hostile intent.

10.2 Contractor employees armed for contract security work are not combatants. Taking a direct part in hostilities (e.g. taking part in combat actions with Coalition forces) or performing law enforcement activities is prohibited.

10.3 Contractor employees will interact with Coalition and Afghanistan National Security Forces (ANSF) in the performance of this requirement. Contractor employees will cooperate with Coalition and ANSF and comply with theater force protection policies. If authorized to carry weapons, Contractor employees will not aim them at Coalition or ANSF. Contractor employees will report all incidents of weapons discharge or use (to include accidental discharges) to the Command Post.

10.4 Use of deadly force

10.4.1 Deadly force is that force which one reasonably believes will cause death or serious bodily harm.

10.4.2 Deadly force is to be used only when all lesser means have failed or cannot reasonably be employed.

10.4.3 For Contractor employees armed for contract security work, use of deadly force is permitted for individual self-defense and in defense of others when there is a reasonable belief of imminent risk of death or serious bodily harm. Details regarding this authorization will be provided by US Forces. Contract security can be specifically authorized to protect designated mission essential and US national security equipment or property with force, including deadly force.

10.5 Graduated use of Force

10.5.1 A reasonable amount of force that is necessary under the circumstances shall be used.

10.5.2 The following are some techniques that Contractor employees will use, if their use will not unnecessarily endanger you or others:

Shout verbal warnings to halt in native language

Show	show weapon and demonstrate intent to use it
Shove	stop the threat using physical force
Shoot	use of the weapon system to disable the threat
Shoot	use deadly force to remove the threat only when necessary as authorized

10.6 Local citizens. Treat local citizens with dignity and respect. Make every effort to avoid civilian casualties. Stop, detain search and disarm local persons if required for self-defense only or as reflected in the terms of the relevant contract. All citizens will be treated humanely and any detained persons or property will be reported immediately and turned over to the Base Defense Operations Center as soon as possible.

10.7 Actions taken in self-defense are not considered combatant activities, combat-like or offensive operations and remain available to respond to hostile acts or demonstrated hostile intent.

11. Administrative

11.1 The Government may, at any time, terminate its security contract with Contractor if Contractor or its personnel act contrary to force protection standards. All Contractor personnel will be subject to random screening to ensure that they do not have anti-coalition or subversive intentions. Personnel who fail a screening shall be immediately removed from the FOB.

11.2 Pay and Compensation for Contractor's Employees

11.2.1 The Contractor shall maintain pay records to validate payments made to each Site Manager, Supervisors and Security Guards. These pay records shall be kept and maintained at each installation and made available to the COR upon request.

11.2.2 Contractor shall not pay to his Site Manager, Supervisors or Security Guards more than wages of an equally rated Afghani National Security Force member. Each Afghan employee of the Contractor shall receive adequate pay to retain them as an employee and receive an adequate cost of living increase for each year that they work under this requirement.

11.2.3 Contractor will provide a by-name payroll in English with each employee's signature to the COR no later than the 15th of each month showing payments received by employees. The contractor will also provide a by-name listing of those personnel not paid and/or not paid in full (along with an explanation of how much and why) to the COR no later than the 15th of the month. Contractors may be paid without the presence of the Government.

11.3 Performance of Contractor personnel duties specifically requires entry into FOB Salerno or the perimeter area. If any Contractor personnel are no longer qualified to enter FOB Salerno or the perimeter area, then that employee will be terminated and can no longer provide security services to FOB Salerno.

11.4 Site Manager will ensure that all Supervisors and Security Guards keep all duty stations clean and free from refuse and human waste. Prior to shift change, all occupants of the duty station will clean up the area and place any trash in proper containers. Security Guards will not urinate in water bottles and throw them outside the perimeter fence. If this is done, Supervisors will direct a cleanup effort outside the perimeter fence to clean up the entire area of the duty station.

11.5 Contractor will ensure that Site Manager coordinates with US Forces to receive proper radio frequency for Contractor provided radios.

11.6 Contractor will ensure that all Security Guard and Supervisors have met the requirements necessary to carry weapons issued by the Contractor per the instructions of this requirement. While armed, Security Guards must carry proof of authorization to be armed with firearms.

11.7 Proof of security guard authorization to be armed will be the issuance of the permanent installation access badge which cannot be issued without a letter of authorization from the DCG, CJTF-82. The COR shall not authorize a permanent installation access badge without proper documentation of training, qualification, medical screening, or contractor arming authorization.

ATTACHMENT 1

LAW OF ARMED CONFLICT TRAINING FOR CONTRACTED SECURITY IN AFGHANISTAN

1. Nothing in these rules limits your inherent right to take action necessary to defend yourself.

2. Fight only combatants.

Use force only when authorized under Rules for Use of Force.
U.S., Coalition and ANSF operate under different rules of engagement.

3. Treat humanely all who surrender or are captured.

No torture or any mistreatment.
Immediately turn over to U.S., Coalition or ANSF forces.

4. Do not kill or torture detained personnel.

Once someone can no longer fight, they may not be harmed.
Immediately turn over to U.S., Coalition or ANSF forces.

5. Collect and care for the wounded.

Provide medical care to the most seriously injured individuals first.
Proper treatment of the dead (i.e. no booby-trapping, burning, mutilation).

6. Do not attack protected persons and protected places.

No offensive ops for Security Guards. W90U42-09-R-2000 Page 119 of 128
Non-combatants (civilians) are not to be harmed.
Mosques, hospitals, cemeteries, and schools are protected.
Know Red Cross/Red Crescent symbols.

7. Destroy no more than the mission requires.

Return fire with aimed fire.
Must limit/eliminate collateral damage to innocent civilians.

8. Treat all civilians humanely.

Respect for customs and culture.

9. Respect private property and possessions.

May not steal property.
May not destroy, or threaten to destroy property of others.

10. Stop LOAC violations.

Duty to prevent violations.

ATTACHMENT 2ANNEX C

QUALITY ASSURANCE SURVEILLANCE PLAN FOR CONTRACT W91B4P-09-C-0113
Security Guard Force
Combined Joint Task Force-101
SALERNO

1 INTRODUCTION

1.1 This Quality Assurance Surveillance Plan (QASP) has been developed by the Contracting Officer's Representative (COR) at FOB SALERNO for the LN Security Guard contract # Contract Number. Contract # Contract Number is administered by the DCMA Iraq/Afghanistan Theater Wide Contract Administration. This surveillance plan is program-specific and is designed to provide monitoring, inspecting and reporting of all Contractor security operations for the aforementioned SALERNO.

1.2 The method of inspection will be:

- 1.2.1** Random Sampling
- 1.2.2** Scheduled Inspection (100% inspection)
- 1.2.3** Unscheduled inspections (spot inspections, unannounced)
- 1.2.4** Scheduled observations
- 1.2.5** Unscheduled observations

1.3 The objective of this QASP is to evaluate how the Afghan Security Guard Services are being performed by Contractor in Afghanistan.

1.4 IMPORTANT: Only US Government employees with experience in base defense operations are allowed to serve as a COR for this contract.

2 SAMPLING PROCEDURES

2.1 The preferred method of surveillance is random sampling of the required services during the month. This plan contains the necessary forms to monitor Contractor performance. Random Sampling will be used when some part, but not all of the Contractor's performance is to be evaluated.

2.2 100% Inspection is the method used to evaluate the Contractor when required by the contract Service Delivery Summary as noted in the Table 1 of this QASP. Using this method of inspection, all parts of the specified service requirement is monitored for evaluation.

2.3 Scheduled Observations and Unscheduled Observations may be inspections previously scheduled or unscheduled, and coordinated with the Contractor's site commander. The Scheduled Observations and Unscheduled Observations will include but not be limited to: Personnel weapons training records, equipment functionality, proof of authorization to be armed, all certifications, training, screenings and acknowledgements of Security Guards.

2.4 Surveillance documentation and reports prepared by the COR will be maintained in the COR file. The COR file will also contain a copy of the contract, all contract amendments, modifications, surveillance reports, DA Forms and other documentation as directed by the Contracting Officer.

3 SURVEILLANCE FORMS

3.1 This Quality Assurance Surveillance Plan uses QA form Criteria-1 through Criteria-7.

3.2 Quality Assurance Forms will further substantiate the Government's position in case the Government seeks monetary deduction from the Contractor for poor performance.

4 CONTRACT DEFICIENCY REPORT

4.1 If the surveillance results exceed the acceptable threshold the month's services will be considered unsatisfactory for the particular requirement under surveillance. If Government action or lack of action caused the unsatisfactory performance, the defects will not be counted. A memorandum will be prepared by the COR explaining the Government's action and submitted with the monthly report to the Contracting Officer.

4.2 Unsatisfactory contract performance will be reported on DA Form 5479-R (http://www.army.mil/usapa/eforms/pdf/A5479_R.PDF), Contract Discrepancy Report (CDR). A hardcopy of this form will be provided to the Contractor by the Contracting Officer as notification of discrepancies found by the COR. The Contractor is allowed to answer how the discrepancy will be corrected and how reoccurrence will be avoided. If unsatisfactory performance occurs in an area based on the COR's surveillance, the Contractor will be given a CDR. Completed and signed CDR and supporting documentation will be forwarded to the Contracting Officer for disposition. A copy will be maintained in the COR file.

- 5** The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved.
- 6** In this contract the quality control program is the driver for product quality. The Contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a "self-correcting" contract is to ensure that the quality control program is approved at the beginning of the contract and that it provides the measures needed to lead the Contractor to success.
- 7** Once the QASP is approved, careful application of the process and standards presented in the remainder of this document will ensure a robust quality assurance program.

Table 1: SERVICE DELIVERY SUMMARY

PERFORMANCE OBJECTIVE	STANDARD	SOW REFERENCE	LOT SIZE AND ACCEPTABLE THRESHOLD	METHOD OF SURVEILLANCE
Criteria 1				
Security Guard Reporting for Duty	Each Contractor Security Guard shall be available for duty with arming documents.	5.5	Lot size is the total number of Contractor Security Guards scheduled for duty for inspected shift Acceptable Threshold: 95% of all Contractor Security Guards scheduled for duty are present and fit for duty as designed duty time.	100% Inspection Daily
Criteria 2				
Security Guard Payment	Each Contractor Security Guard shall be paid in a timely manner	8.1	Lot size is the total number of Contractor Security Guards on contract Acceptable Threshold: 95% of all Contractor Security Guards are paid monthly wages on the date designated as payday.	100% Inspection Monthly
Criteria 3				
Demonstrate proper weapons maintenance	Each Contractor Security Guard shall demonstrate proper weapons maintenance	6.3.4	95% of all weapons inspected will be in proper working order	Random/Monthly Inspections
Criteria 4				
Document weapons training	The training must be documented in writing for each Security Guard and be maintained in accordance with paragraph 6.3.5	6.3.5	95% accuracy of data recorded, 100% coverage for all guards	Quarterly Inspections
Criteria 5				
Proof of authorization	While armed, Security Guards must carry proof of authorization to be armed	6.3.6	100% of all guards have IDs with weapons serial number	Random/Periodic Sampling
Criteria 6				
Maintain training records	The Contractor shall maintain records on all certifications, training, screenings, and provide copies to	9.2	95% of all records current. 100% RUF and LOAC compliant	Monthly Inspections

	the BDOC. This acknowledges Security Guards for the duration of the contract and a six month period after contract termination or expiration.			
Criteria 7				
Demonstrate understanding of the Rules for the Use of Force and Law of Armed Conflict	Each Contractor Security Guard shall be able to correctly answer questions based on Annex A and B.	6.1	100% compliant	Random/Periodic Sampling.

Criteria-1

CONTRACT: CJTF-101 Afghan Security Guards

CONTRACT NUMBER: Contract Number

CONTRACT REQUIREMENT: Security Guard Reporting for Duty

SITE: SALERNO

DAY-MONTH-YEAR REPORTED:

1. Sampling Procedure Used: 100% Inspection (Per Shift/Per Day)
2. Level Of Inspection: N/A
3. Lot Size For Sampling: 100% of Contractor Security Guards scheduled for duty for inspected shift
4. Acceptable Threshold: 95% of schedule Contractor Security Guards present and fit for duty
5. Sample Size: 100% of Contractor Security Guards scheduled for duty for inspected shift
6. Reject Level:
7. Date/Time of Observation:
8. Inspection: Were 100% of scheduled Contractor Security Guards fit for duty and report on time?
9. Do the Sampling Results fall below the Reject Level?
10. Signatures: a) COR:
b) Contractor Rep/Guard Force Supervisor:

Criteria-2

CONTRACT: CJTF-101 Afghan Security Guards

CONTRACT NUMBER: Contract Number

CONTRACT REQUIREMENT: Security Guard Wage Payment

SITE: SALERNO

DAY-MONTH-YEAR REPORTED:

1. Sampling Procedure Used: 100% Inspection (Monthly)
2. Level Of Inspection: N/A
3. Lot Size For Sampling: 100% of Contractor Security Guards on Contract
4. Acceptable Threshold: 95% of all Contractor Security Guards paid on designated day
5. Sample Size: 100% of Contractor Security Guards on Contract
6. Reject Level:
7. Date of Observation:
8. Inspection: Were 100% of Contractor Security Guards paid on the designed day?
9. Do the Sampling Results fall below the Reject Level?
10. Signatures: a) COR:
b) Contractor Rep/Guard Force Supervisor:

Criteria-3

CONTRACT: CJTF-101 Afghan Security Guards

CONTRACT NUMBER: Contract Number

CONTRACT REQUIREMENT: Demonstrate Proper weapons maintenance

SITE: SALERNO

DAY-MONTH-YEAR REPORTED:

1. Sampling Procedure Used: Random/monthly inspection
2. Level Of Inspection: N/A
3. Lot Size For Sampling: 95% of Contractor Security Guards on duty
4. Acceptable Threshold: 95% of all weapons inspected will be in proper working order as demonstrated by a successful function check.
5. Sample Size:
6. Reject Level:
7. Date of Observation:
8. Inspection: Did 95% of Contractor Security Guards on duty have weapons in proper working order?
9. Do the Sampling Results fall below the Reject Level?
10. Signatures: a) COR:
b) Contractor Rep/Guard Force Supervisor:

Criteria-4

CONTRACT: CJTF-101 Afghan Security Guards

CONTRACT NUMBER: Contract Number

CONTRACT REQUIREMENT: Document weapons training

SITE: SALERNO

DAY-MONTH-YEAR REPORTED:

1. Sampling Procedure Used: Quarterly inspections
2. Level Of Inspection: N/A
3. Lot Size For Sampling: 50% of security guard training records
4. Acceptable Threshold: 95% accuracy of data recorded; 100% coverage for all guards
5. Sample Size:
6. Reject Level:
7. Date of Observation:
8. Inspection: Were security guard training records documented in writing and maintained IAW paragraph 6.3.5 with 95% accuracy of data and 100% coverage for all guards?
9. Do the Sampling Results fall below the Reject Level?
10. Signatures: a) COR:
b) Contractor Rep/Guard Force Supervisor:

Criteria-5

CONTRACT: CJTF-101 Afghan Security Guards

CONTRACT NUMBER: Contract Number

CONTRACT REQUIREMENT: Proof of authorization

SITE: SALERNO

DAY-MONTH-YEAR REPORTED:

1. Sampling Procedure Used: Random/periodic sampling
2. Level Of Inspection: N/A
3. Lot Size For Sampling: 25% of guards on duty
4. Acceptable Threshold: 100% of all guards have IDs with weapons serial number
5. Sample Size:
6. Reject Level:
7. Date of Observation:
8. Inspection: Did 100% of all guards have IDs with weapons serial number on them?
9. Do the Sampling Results fall below the Reject Level?
10. Signatures: a) COR:
b) Contractor Rep/Guard Force Supervisor:

Criteria-6

CONTRACT: CJTF-101 Afghan Security Guards

CONTRACT NUMBER: Contract Number

CONTRACT REQUIREMENT: Maintain Training Records

SITE: SALERNO

DAY-MONTH-YEAR REPORTED:

1. Sampling Procedure Used: Monthly inspections
2. Level Of Inspection: N/A
3. Lot Size For Sampling: 10% of current records
4. Acceptable Threshold: 95% of all records current. 100% RUF and LOAC compliant
5. Sample Size:
6. Reject Level:
7. Date of Observation:
8. Inspection: Were 95% of inspected training records current and 100% RUF and LOAC compliant?
9. Do the Sampling Results fall below the Reject Level?
10. Signatures: a) COR:
b) Contractor Rep/Guard Force Supervisor:

Criteria-7

CONTRACT: CJTF-101 Afghan Security Guards

CONTRACT NUMBER: Contract Number

CONTRACT REQUIREMENT: Demonstrate understanding of the Rules for the Use of Force and Law of Armed Conflict

SITE: SALERNO

DAY-MONTH-YEAR REPORTED:

1. Sampling Procedure Used: Random/Periodic Sampling. Sampling shall not exceed 3 questions per contractor and 10% of the security contractor force monthly.
2. Level Of Inspection: N/A
3. Lot Size For Sampling: Not more than 10% of the contracted security guards.
4. Acceptable Threshold: Guards shall answer questions correctly 100% of the time.
5. Sample Size: Each guard selected for sampling shall not be asked more than 3 questions about the RUF and/or LOAC.
6. Reject Level:
7. Date of Observation:
8. Inspection: Did security guards answer questions about RUF and LOAC correctly?
9. Do the Sampling Results fall below the Reject Level?
10. Signatures: a) COR:
b) Contractor Rep/Guard Force Supervisor:

ATTACHMENT 3
(for information purposes only)

PHASE I LOGCAP for ASG Compound July 1, 2009



Statement of Work

Regarding

**Security Personnel Compound (SPC)
(PHASE I)
Salerno, Afghanistan**

LOGCAP

July 1, 2009

JM 30 Jul 09
JASON MEHLOS, SSgt USAF
Administrative Contracting Officer
DCMA, Afghanistan



1.0 DESCRIPTION OF SERVICES

1.1 This Scope of Work is to provide electric power; HVAC installations; and integrate the Security Personnel Compound (SPC) water into the FOBs existing infrastructure, provide shower/drainage installations to shower and latrine tents, and provide a mopp basin outside kitchen conex located at the SPC. All related specifications will be in accordance with this Statement of Work.

1.1.1 Integrate FOB Salerno Base water and install a GFE Steel tank for a septic tank for the Security Personnel Compound
PHASE I setup.

1.1.2 Erect nine (9) tents for billeting/office space with 110 electric service and HVAC. Four(4) 2 bulb/40 w light fixtures and eight(8) receptacles will be installed in each tent. JCO will build tent floors.

1.1.3 Fabricate one (1) Shower tent with appropriate electric, drainage, and Hot/Cold Running water.

1.1.4 Erect one (1) Latrine tent (Harvest Falcon) with electric, water, and drainage Connectivity.

1.1.5 Provide one (1) mop basin outside Kitchen conex with Hot/Cold running water. Install lighting and electric service to kitchen conex.

1.1.6 Provide four(4) hand wash stations.

1.1.7 Connect Electric service to the refrigeration conex.

2.0 QUALIFICATIONS

2.1 Plumbing subcontractor must provide qualified supervisory, technical and labor personnel, capable meeting Forward Operating Base Salerno's on-base requirements.

Contractor's labor force must possess the skills and professional licenses for plumbing installations.

2.2 Electrical/HVAC subcontractor must provide qualified supervisory, technical and labor personnel, capable meeting Forward Operating Base Salerno's on-base access requirements. Contractor's labor force must possess the skills necessary for HVAC/Electrical installation.

3.0 MECHANICAL

3.1 Government will furnish all tents for billeting showers, and latrines; conexes for dry storage, refrigeration, and kitchen usage; HVAC 5ton units; trash bin and port-o-lets.

3.2 Contractor will obtain all necessary permits to complete the work.

3.3 Provide all materials and equipment and perform all labor required to install

PHASE I LOGCAP for ASG Compound July 1, 2009



Complete and operable mechanical systems.



- 3.4 Install all mechanical equipment and appurtenances in accordance with manufacturers' recommendations and the Scope of Work.
- 3.5 Coordinate construction of all mechanical work with architectural, structural, civil, and electrical in accordance with manufacturers' recommendations and the Scope of Work.
- 3.6 All tests shall be completed before any mechanical equipment or piping insulation is applied.
- 3.7 Coordinate and provide all piping transitions required for final equipment connections to equipment. Field verify and coordinate all piping dimensions before fabrication.
- 3.8 The locations of all items shown on the drawings or called for in the SOW are approximate only. The exact locations necessary to secure the best conditions and results must be determined by the project site conditions and shall have the approval of the FET before being installed.
- 3.9 All equipment, piping, etc, shall be supported as detailed, specified, and required to provide a vibration free installation.
- 3.10 Install all piping without forcing or springing.

4.0 Contractor is to erect tents in a pattern according to the attached drawing as recommended by the manufacturer.

5.0 Contractor is to install 5ton HVAC units as to adequately heat and cool the tents.

6.0 PLUMBING

- 6.1 Provide all plumbing fixtures and equipment with accessible stops.
- 6.2 All piping (cold and hot water) on the exterior of the building shall be insulated for Freeze protection.
- 6.3 Plumbing shall be installed per current International Plumbing Code and the National Plumbing Code as applicable.
- 6.4 All gravity sewer line within or downstream shall be constructed of SCHD-80 PVC, Otherwise SCHD-40 or SDR-35 PVC or approved equal.
- 6.5 All pressure water line constructed underground shall be of SCHD-40 or C-900 PVC (or approved equal) and all water line above ground shall be constructed of pressure rated galvanized pipe (or approved rigid pressure rated equal). Exposed piping may be constructed from CPVC or PVC if adequately protected from impact damage. A back flow preventer will be installed on main supply line feeding the

compound.

J. M. 30 Jul 09
JASON MEHLOS, SSgt USAF
Administrative Contracting Officer
DCMA, Afghanistan

